

AMENDMENT
TO AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND TELEPORT COMMUNICATIONS GROUP, INC.
DATED JULY 14, 1999
KENTUCKY

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications Group, Inc. ("TCG"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties July 14, 1999 ("Agreement").

WHEREAS, BellSouth and TCG entered into an Interconnection Agreement on July 14, 1999 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and TCG hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the following terms and conditions for Order Coordination – Time Specific:

2.2.3.16 Order Coordination – Time Specific

2.2.3.16.1 "Order-Coordination-Time Specific" is a chargeable option and refers to service order coordination in which TCG requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. If TCG specifies a time outside regular working hours as defined below, or selects a time or quantity of loops in excess of 14 that require BellSouth technicians to work outside regular working hours, overtime charges may apply in addition to the OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked.

2.2.3.16.2 For purposes of this Amendment, BellSouth's regular working hours are defined as follows:

2.2.3.16.2.1 Monday – Friday – 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)

2.2.3.16.2.2 Saturday - 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

2.2.3.16.3 It is understood and agreed that BellSouth technicians involved in provisioning service to TCG may work shifts outside of BellSouth's regular working hours as defined in Section 2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that TCG requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hour and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of TCG, BellSouth will not assess TCG additional charges beyond the rates and charges specified in this Agreement.

2. Part IV, Table 1 of the General Terms and Conditions of the Interconnection Agreement is hereby amended to include the following rate for OC-TS:

Order Coordination-Time Specific	USOC	Kentucky
NRC- Incremental Charge - per LSR	OCOSL	\$55.00*

*Rate is interim, subject to true-up once permanent rates are ordered by Commission

3. All of the other provisions of the Agreement, dated July 14, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc.

By: _____

By: _____

Name: _____

Name: Jerry Hendrix

Title: _____

Title: Senior Director

Date: _____

Date: _____